



createvideo.nz



CREATEVIDEO LIMITED

Terms & Conditions.

The terms that apply to every project undertaken by CreateVideo.

DRAFT FOR REVIEW — 15 SEPTEMBER 2026

infinite possibilities

createvideo.nz



OVERVIEW

Contents

1	Acceptance & Scope of Work	2
2	Definitions	3
3	Fees, Packages & Quotes	3
4	Payment Terms	3
5	Late Payment	4
6	Deposits, Refunds & Cancellation by CreateVideo	4
7	Cancellations & Postponements by the Client	5
8	Travel & Accommodation	5
9	Drone Operations	6
10	Footage, Data & Intellectual Property	6
11	Additional Services	7
12	Liability	7
13	Confidentiality & Use of Footage for Promotion	8
14	General	8

1 Acceptance & Scope of Work

- CreateVideo Limited (“CreateVideo”, “we”, “us”) will not commence any project until the Client has accepted a written quote or order confirming scope and price.
- These Terms & Conditions apply to every project undertaken by CreateVideo unless a variation is agreed in writing and signed off by a director of CreateVideo.
- Quotes are valid for 30 days from the date issued unless otherwise stated. Prices are indicative until a project’s exact scope is confirmed and may be revised if the brief changes materially after acceptance.
- All prices are exclusive of GST unless stated otherwise.

2 Definitions

Term	Meaning
Full Day	On-site filming time of up to 9 hours.
Half Day	On-site filming time of up to 5 hours.
Overtime	Any on-site time beyond 9 hours in a single day, charged at \$250.00 (excl. GST) per hour or part hour.
Travel Day	A day spent solely travelling to or from a shoot location with no filming, charged at \$500.00 per day.
Shooting Project	Any project that includes an on-site filming component (as distinct from edit-only, animation, or graphics-only work).
Finished Goods / Deliverables	The final edited and graded output(s) agreed in the quote.

3 Fees, Packages & Quotes

CreateVideo offers a range of standard packages (for example, short-form videos, general video capture, website/brand video, promo commercials, and events coverage), each built around a baseline price. Because every job has its own variables, the items in Section 11 are priced on application and are not included in package prices unless specifically listed in the quote.

Corporate and other longer-form videos that don't fit a standard package are quoted individually.

4 Payment Terms

Standard projects

50%

A 50% deposit is payable on acceptance of the quote before any work begins.

50%

The remaining 50% is payable before delivery of the finished deliverables.

Shooting projects

50%

A 50% Pre-Production Payment is payable on acceptance of the quote before any work begins.

25%

A 25% Interim Payment is payable on completion of shooting, before editing begins.

25%

The final 25% is payable before delivery of the finished deliverables.

This 50/25/25 split applies unless otherwise agreed in writing. The percentage spread can be varied for a specific project (for example 30/30/40) by written agreement between CreateVideo and the Client before the quote is accepted.

We're also happy to discuss payment plans of up to 12 months by prior written agreement — again, this must be confirmed in writing before the quote is accepted; the schedule above applies by default.

Payment method

- Payments made by credit card via Stripe attract a surcharge of 2.8%, which will be added to the invoice.
- Unless alternative terms are agreed in writing, invoices are due within 7 days of the invoice date.

5 Late Payment

We understand that payment timing can be genuinely awkward sometimes, and we'd rather have a conversation early than let things drift — please get in touch if a due date is going to be a problem. Where an account falls overdue without prior arrangement, the following applies:

- Interest accrues on the overdue balance at CPI (or CreateVideo's bank base lending rate, whichever is higher) plus 3% per annum, calculated from the due date of the invoice until the amount is paid in full.
- If an invoice remains unpaid 30 days after its due date, CreateVideo may refer the debt to a recovery agency. The Client will be liable for the agency's fee, currently 25% plus GST on the outstanding amount, in addition to the original debt.
- CreateVideo may withhold delivery of any outstanding files or footage, and decline further bookings, until the account is brought up to date.
- Recovering unpaid amounts this way does not stop CreateVideo pursuing any other lawful means of recovery.

6 Deposits, Refunds & Cancellation by CreateVideo

- Deposits and Pre-Production Payments are non-refundable, except as set out below.
- If CreateVideo is unable to fulfil a confirmed booking for reasons such as illness or equipment failure, the Client will be offered a choice of either a full refund of all payments made to date, or rescheduling to a mutually agreeable date at no extra charge.

7 Cancellations & Postponements by the Client

Cancellation of a confirmed shoot

Cancellation	Charge
Cancelled within 5 days of the agreed shoot date	15% of the total quoted project fee.
Cancelled within 48 hours of the agreed shoot date	50% of the total quoted project fee.
Cancelled within 24 hours of the agreed shoot date	100% of the total quoted project fee.

Postponement on the day

Where a shoot cannot proceed as planned because of something within the Client's control — people not turning up, deliveries not arriving, talent unavailable — the full rate for the booked time will be charged, as CreateVideo has reserved that time and cannot always fill it at short notice.

Genuinely unavoidable circumstances

Where a cancellation or postponement is caused by something outside anyone's reasonable control — severe weather, bereavement, and similar — we'll handle it case by case and take a sympathetic approach. Where CreateVideo has already incurred real costs (crew booked, travel undertaken), we may ask the Client to cover those specific costs. Where a situation doesn't clearly fit either category, CreateVideo will decide, acting reasonably, whether a charge applies.

8 Travel & Accommodation

- No travel charge applies within 20km of Simon's home address.
- Beyond that 20km free zone, mileage is charged both ways at the current IRD rate (\$1.20/km for petrol vehicles, \$1.30/km for diesel vehicles).
- A Travel Day (travel with no filming) is charged at \$500.00 per day.
- Where an overnight stay is required, accommodation and subsistence are capped at \$250.00 per night.
- All expected travel and accommodation costs will be itemised and agreed with the Client in advance.

9 Drone Operations

Drone footage can add real value, but it comes with genuine safety and compliance obligations that we take seriously.

- Drone footage is included within standard package pricing only where conditions are straightforward: private land with the owner's consent, no risk to people beneath the flight path, and no roads, rail, or other infrastructure managed by NZTA involved.
- CreateVideo will never fly a drone over people, regardless of land ownership or any consent given.
- Where compliance requirements are more complex — flying over roads, rail corridors, or public spaces requiring a permit — this work is referred to a specialist, Part 102 certified drone operator and priced separately on application (indicatively from around \$2,500, plus any permit costs, which can exceed \$2,000 and are the Client's responsibility unless otherwise agreed).
- Drone availability is always weather-dependent. If conditions are unsafe or non-compliant on the day, CreateVideo may omit drone footage without reducing the agreed package price, since it is provided where practical rather than guaranteed.
- All drone operations are carried out in line with Civil Aviation Authority (CAA) rules.

10 Footage, Data & Intellectual Property

Ownership

- CreateVideo retains ownership and intellectual property in all footage and finished works produced by its staff or contractors, unless otherwise agreed in writing and confirmed by a director of CreateVideo at the outset of the project.

Handover & storage

- On completion of a project, CreateVideo delivers the finished, graded deliverables to the Client as agreed in the quote.
- CreateVideo will retain the underlying project footage for up to 12 months after completion, in case it is needed again in future. After 12 months, CreateVideo may delete this footage, and the Client becomes responsible for arranging and holding their own copies of anything they want kept.
- Raw, unedited footage can be supplied on request at a cost of \$500 + GST, at any point within that 12-month retention period.
- For General Video capture specifically, footage is handed back either graded (an additional \$250) or raw, at the Client's choice, as set out in the relevant package.
- Footage and finished files can be supplied on a hard drive (cost of the drive passed through) or via cloud transfer where the Client has sufficient storage capacity.
- Retaining footage for 12 months is a courtesy, not a guarantee: physical storage media can degrade over time ("bit rot"), and CreateVideo cannot guarantee the long-term readability of footage or finished work stored on any drive, whether held by CreateVideo or the Client. Once the 12-month period ends, or once files are delivered, responsibility for storage and back-ups sits with the Client.

- If a Client wants further work done on footage after the 12-month retention period, they will need to supply CreateVideo with their own copy of the relevant files.

11 Additional Services

Fixed-rate extras

Extra	Price
Graded footage handover (General Video package)	\$250 in addition to the capture rate.
Optional 15- or 30-second promo cut (website/brand video package)	\$250.
Hype reel edit from event footage (60–90 seconds)	\$750.

Priced on application

- Motion graphics and animation
- Captions and closed captions
- Voiceover recording
- Stock footage or stock images (passed through at cost)
- Additional crew — assistant directors, lighting or audio operators, second camera operators
- Concept and creative development
- Storyboarding
- Production design / set design
- Script writing
- Logistics planning for larger productions
- Venue, talent, and prop costs
- Vehicle and equipment hire
- Specialist drone operations (see Section 9)

12 Liability

- CreateVideo will provide its services with reasonable skill and care.
- To the extent permitted by law, CreateVideo's total liability arising from any project is limited to the total fees paid by the Client for that project, and CreateVideo is not liable for indirect or consequential loss.
- Nothing in these Terms limits any liability that cannot lawfully be excluded or limited.

13 Confidentiality & Use of Footage for Promotion

- CreateVideo will keep confidential any non-public business information shared by the Client for the purposes of a project.
- Unless the Client advises otherwise in writing, CreateVideo may use footage and finished work from a project for its own portfolio, showreel, and marketing purposes.

14 General

- These Terms are governed by New Zealand law.
- CreateVideo may update these Terms from time to time; the version current at the date a quote is accepted applies to that project.
- If any provision of these Terms is found unenforceable, the remaining provisions continue to apply.
- These Terms, together with the accepted quote, form the entire agreement between CreateVideo and the Client for a project.

Questions about these Terms?

Please get in touch at simon@createvideo.nz or visit createvideo.nz.